


# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

8

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 01/19/2018		2. CONTRACT NO. (If any) EP-BPA-18-H-0001		6. SHIP TO:				
3. ORDER NO. EP-B18H-00033		4. REQUISITION/REFERENCE NO. PR-OECA-17-00227		a. NAME OF CONSIGNEE OECA/OC Monitoring, Assist. & Media				
5. ISSUING OFFICE (Address correspondence to) HPOD US Environmental Protection Agency 1200 Pennsylvania Avenue NW 3805R Washington DC 20460				b. STREET ADDRESS US Environmental Protection Agency Room 7138 1200 Pennsylvania Avenue, N. W.				
				c. CITY Washington		d. STATE DC	e. ZIP CODE 20460	
7. TO: (b)(4)				f. SHIP VIA				
a. NAME OF CONTRACTOR EASTERN RESEARCH GROUP, INC.				8. TYPE OF ORDER				
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 110 HARTWELL AVE STE 1				Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY LEXINGTON								
e. STATE MA				f. ZIP CODE 02421				
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OECA/OC Resource Mgmt. Staff				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB							12. F.O.B. POINT	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS		
a. INSPECTION Destination		b. ACCEPTANCE Destination						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-00F-079CA DUNS Number: 112947395 Order OC-10 for CAA Training and Guidance Material support IAW attached SOW. NTE total for open market items has been included for administrative convenience IAW Continued ...							
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.				17(h) TOTAL (Cont. pages)
		21. MAIL INVOICE TO:						
a. NAME		RTP Finance Center				\$0.00		
b. STREET ADDRESS (or P.O. Box)		US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts						17(i) GRAND TOTAL
c. CITY Durham		d. STATE NC	e. ZIP CODE 27711				\$84,108.00	
22. UNITED STATES OF AMERICA BY (Signature)				01/19/2018 		23. NAME (Typed) Michael Gilham TITLE: CONTRACTING/ORDERING OFFICER		

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

PAGE NO

2

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DATE OF ORDER	CONTRACT NO.	ORDER NO.
01/19/2018	EP-BPA-18-H-0001	EP-B18H-00033

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>FAR 8.402(f). The full performance period of this order shall be entirely contingent upon the exercise of each BPA optional period. This order is incrementally funded IAW with the attached "Limit of Government's Obligation" clause.</p> <p>Admin Office: HPOD US Environmental Protection Agency 1200 Pennsylvania Avenue NW 3805R Washington DC 20460</p> <p>Period of Performance: 01/19/2018 to 11/02/2022</p>					
0001	<p>Labor for current PoP NTE \$81,972</p> <p>Accounting Info: 17-18-B-E1M-501E50-2505-17E1M7E015-001 BFY: 17 EFY: 18 Fund: B Budget Org: E1M Program (PRC): 501E50 Budget (BOC): 2505 DCN - Line ID: 17E1M7E015-001 Funding Flag: Complete Funded: \$47,864.00</p>					
0002	<p>Open market items (including ODCs) for current PoP NTE \$2,136</p> <p>Accounting Info: 17-18-B-E1M-501E50-2505-17E1M7E015-001 BFY: 17 EFY: 18 Fund: B Budget Org: E1M Program (PRC): 501E50 Budget (BOC): 2505 DCN - Line ID: 17E1M7E015-001 Funding Flag: Complete Funded: \$2,136.00</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

### Clauses

In addition to the applicable clauses in contract GS-00F-0079CA and the below, this order incorporates the EP-BPA-18-H-0001 clauses by reference.

#### **EPA-B-32-103 Limitation of Government's Obligation**

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Line items on call orders under this BPA are severable and may be incrementally funded. For these orders, the sum of the total price that is presently available for payment will be specified on the individual order and will contain a material version of this clause.

(b) For items identified in paragraph (a) of this clause, the Vendor agrees to perform up to the point at which the total amount payable by the government, including reimbursement in the event of termination of those items for the government's convenience, approximates the total amount currently allotted for those items to the order. The Vendor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the government shall not be obligated, under any circumstances, to reimburse the Vendor in excess of the amount payable by the government in the event of the termination of applicable line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Vendor shall notify the Contracting Officer (CO), in writing, at least **30 days** prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate **75 percent** of the total amount currently allotted to a call order for performance of the applicable items. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line item(s) up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of performance which will be covered by such funds. If additional funds are allotted, the CO will notify the Vendor in writing. The Vendor shall not resume performance on the line item(s) identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of performance. The order will be modified accordingly.

(e) The government may, at any time prior to termination, allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the government may obligate funds to this order in accordance with the following schedule:

#### RECAPITULATION:

	PRIOR AMOUNT	THIS MOD	NEW AMOUNT
Current Period	N/A	\$50,000	\$50,000

Total Maximum Amount: **\$84,108**

Funded Amount: **\$50,000**

**STATEMENT OF WORK**  
**EP-BPA-18-H-0001, Call Order OC-10**

1. **TITLE:** Development and Revisions of Clean Air Act Training and Guidance Materials

2. **PERIOD OF PERFORMANCE:** Date of Issuance through 11/2/18

3. **EPA Contract Officer Representative (COR)**

**Name:** Patrick Yellin  
**Address:** 1200 Pennsylvania Ave., NW  
Washington, DC 20460  
**Mail Code:** 2227A  
**Telephone No.:** (202) 564-2970

**Alternate Call Order COR**

**Name:** Rob Lischinsky  
**Address:** 1200 Pennsylvania Ave., NW  
Washington, DC 20460  
**Mail Code:** 2227A  
**Telephone No.:** (202) 564-2628

4. **BACKGROUND**

**Clean Air Act (CAA) Credential and Inspector Training**

Compliance with EPA inspector credential and training requirements ensure inspectors are adequately trained and qualified to conduct inspections on EPA's behalf. Training requirements have been in place since 1988, with the development and implementation of EPA Order 3500.1. EPA developed minimum mandatory training for inspectors, prior to obtaining and keeping agency credentials authorizing them to conduct civil compliance inspections under federal environmental statutes. Mandatory and recommended training as detailed in the Order ensure that compliance inspectors/field investigators have a working knowledge of regulatory requirements, inspection sampling procedures, and appropriate health and safety training. This includes the following media areas in the CAA:

- Stationary Sources
- Woodheater Program
- 112(r) Risk Management Program
- Mobile Sources
- NESHAP Asbestos
- Stratospheric Ozone Program

5. **PURPOSE AND OBJECTIVE**

The objective is to develop EPA Credential and Inspector Training Materials. The Contractor will revise and develop training materials, including, but not limited to, on-line training courses, manuals, Q&A documents, pamphlets, and webinars for CAA inspectors. This will be focused primarily on the Stationary Sources program.

6. **Scope of Work**

**Task 1. Prepare a Work Plan and Cost Estimate**

After the issuance of the order request, if necessary, the Vendor shall have a “kick-off” meeting with the COR to discuss technical aspects of the order. The Vendor shall provide a technical plan that outlines and describe the technical approach, resources, time-line, due dates for deliverables, staffing plan, and price estimate. The plan shall also address internal quality control procedures to ensure Call Order [order] deliverables address the needs set forth in the order and are concisely written, conform to template requirements, and are accurate. The Vendor shall have regularly scheduled conference calls with the COR to review progress of this order.

**Task 2. Convert an existing PowerPoint for Residential Wood Heaters Inspector Training Course to e-learning course version**

The Vendor shall take the existing PowerPoint for Residential Wood Heaters Inspector Training Course that has already been developed and convert it to Adobe Captivate. This shall be done in adherence with the e-learning course requirements set forth by the Office of Compliance (OC), and all files transferred to the OC.

**Task 3. Develop an e-learning course module, designed for inspectors, on NESHAP Subpart RRR (Secondary Aluminum)**

The Vendor shall develop an e-learning course module on NESHAP RRR (Secondary Aluminum), to be used for inspectors as an introduction to the NESHAP Subpart RRR regulations. The course is already in draft version (MS PowerPoint format) and shall need to be edited further, on the directives of the Subject Matter Expert (SME), management, and the COR. After the course is approved, the Vendor shall transfer it to Adobe Captivate, in adherence with the e-learning course requirements set forth by the Office of Compliance.

The course module is moderate in length, approximately one, to one-and-a-half hour in length, with an online quiz at the end consisting of a pool of 15 – 20 questions to demonstrate knowledge of the materials presented.

The course shall be delivered in Adobe Captivate.

**Task 4. Develop New and Revise Existing Training Materials for CAA Inspectors**

The Vendor shall provide technical and editorial support, as requested by the COR, in respect to developing new, and revising existing, training materials for CAA inspector requirements. This will be focused primarily on developing on-line training courses for CAA inspectors. However, other materials may also be in the format of manuals, Q&A documents, pamphlets, and webinars for the following topic areas –

- Clean Air Act (CAA) –Stationary Sources
- Clean Air Act (CAA) – Wood heater Program
- Clean Air Act (CAA) – 112(r) Risk Management Program
- Clean Air Act (CAA) – Mobile Sources
- Clean Air Act (CAA) – NESHAP Asbestos
- Clean Air Act (CAA) – Stratospheric Ozone Program

The primary area of focus will be the CAA Stationary Sources program. To accomplish the above objective, the Vendor shall perform the following tasks:

- Conduct a search (Internet or otherwise) of all available training materials related to the topic such as EPA-developed videos, EPA websites, PowerPoint presentations, and guidance materials. Gather and review related background and institutional information from EPA staff.
- Prepare index of all available related training materials and background and institutional information.
- Develop an outline for the e-learning course to be reviewed by EPA staff.
- After gathering feedback from EPA staff, the Vendor shall develop content storyboards for the training module in PowerPoint. The standard e-learning course template will be provided to the Vendor.
- Most training will be approximately 1 hour in length with an online quiz at the end consisting of a pool of 10-20 questions to demonstrate knowledge of the materials presented.
- After the storyboards have been reviewed by the COR and SMEs, the Vendor shall develop the e-learning module, utilizing Adobe Captivate.
- The e-learning module will be hosted on MAMPD's eLearning Management System. The Vendor shall deliver to EPA all relevant assets, including the source files and any images that were purchased under this task.

**7. DELIVERABLES REQUIRED AND SCHEDULE FOR COMPLETION OF TASKS**

<b>Milestone</b>	<b>Delivery Date</b>
Task 1: Call Order Technical Plan and Price Estimate	TBD
Task 2: Wood Heaters e-learning course	By the due date requested by the COR, via Technical Direction (TD).
Task 3: NESHAP RRR e-learning course A. Revise draft e-learning course B. Finalize e-learning course	By the due date requested by the COR, via TD.
Task 4: Develop New and Revise Existing Training Materials for CAA Inspectors	By the due date requested by the COR, via TD.
Monthly progress reports	Each Month

**8. CONTRACT SOW REFERENCE**

Task Areas 1 - 4. This subsection provides for design and development of new synchronous and asynchronous training courses, self-instructional material, and refining existing training courses.

**9. ANTICIPATED TRAVEL REQUIREMENTS: None**

**10. ADDITIONAL REQUIREMENTS:**

Upon issuance of written technical direction, the Vendor shall submit for inspection of all work in progress at any time under this order. The Vendor shall develop and maintain files supporting each task.

The Vendor shall contact the COR and/or the Contracting Officer (CO) by email or telephone to discuss any problems that may adversely affect the work on this Call Order. Within five (5) calendar days the

Vendor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the COR and the CO.

#### **11. CONTRACTOR IDENTIFICATION**

To avoid any perception that contractor personnel are EPA employees, the Vendor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

#### **12. CONTROL REQUIREMENTS**

##### Organizational Conflict of Interest:

The Vendor shall warrant that, to the best of the Vendor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Vendor has disclosed all such relevant information.

##### Notification of Conflicts of Interest Regarding Personnel:

The Vendor shall immediately notify the COR and the CO of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this order; or (2) any such conflicts concerning subcontractor employees or consultants working on, or having access to information regarding, the order when such conflicts have been reported to the Vendor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the work.

##### Enforcement Sensitive Information:

The Vendor recognizes that contractor employees in performing tasks specified in this SOW may have access to data/information, either provided by the government or first generated during order performance, of an enforcement sensitive nature which shall not be released to the public without EPA approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil, or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all vendor personnel including, but not limited to, subcontractor and consultant personnel assigned to work on this order – or with access to materials developed pursuant to such efforts – understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All Vendor personnel are expected to exercise due diligence in safeguarding, handling, and disposing of any such information.

##### Handling of Confidential Business Information (CBI)

The Vendor will not have access to CAA CBI. Procedures are set forth in the CAA CBI Security Manual.